

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

DRIVING FORCE TECHNOLOGIES, INC.,	§	
Plaintiff,	§	
	§	
v.	§	CIVIL ACTION NO. 4:10-cv-24
	§	(consolidated 4:10cv25)
PANDA DISTRIBUTION, INC.,	§	
d/b/a PANDA SECURITY USA,	§	
PANDA SECURITY S.L., d/b/a PANDA	§	
SECURITY INTERNACIONAL	§	
Defendants.	§	

**MEMORANDUM ADOPTING REPORT AND  
RECOMMENDATION OF THE UNITED STATES MAGISTRATE JUDGE**

Came on for consideration the report of the United States Magistrate Judge in this action, this matter having been heretofore referred to the United States Magistrate Judge pursuant to 28 U.S.C. § 636. On May 10, 2012, the report of the Magistrate Judge was entered containing proposed findings of fact and recommendations that Panda's Motion for Partial Summary Judgment (Dkt. 138) be GRANTED as to ET's claims of defamation and promissory estoppel and DFT's quantum meruit claim and that ET and DFT take nothing by those claims, GRANTED as to Panda's breach of contract counterclaim against ET and that Panda is entitled to the sum of \$79,359.76 as to that claim, and DENIED as to ET's claims of tortious interference with existing contracts and interference with prospective relations (*see* Dkt. 186).

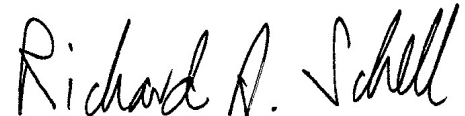
The court has made a *de novo* review of the objections raised by Defendant (*see* Dkt. 190) and Plaintiff's response (Dkts. 199-208) as well as the objections raised by Plaintiff (*see* Dkts. 194-

196) and Defendant's response (*see* Dkt.198) and is of the opinion that the findings and conclusions of the Magistrate Judge are correct, and the objections are without merit as to the ultimate findings of the Magistrate Judge. The court hereby adopts the findings and conclusions of the Magistrate Judge as the findings and conclusions of this court.

Therefore, Panda's Motion for Partial Summary Judgment (Dkt. 138) is GRANTED as to ET's claims of defamation and promissory estoppel and DFT's quantum meruit claim and ET and DFT shall take nothing by those claims, GRANTED as to Panda's breach of contract counterclaim against ET and Panda is entitled to the sum of \$79,359.76 as to that claim, and DENIED as to ET's claims of tortious interference with existing contracts and interference with prospective relations.

**IT IS SO ORDERED.**

**SIGNED this the 17th day of July, 2012.**

A handwritten signature in black ink, reading "Richard A. Schell". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

RICHARD A. SCHELL  
UNITED STATES DISTRICT JUDGE